

**SERIAL 06078 IGA**

**DENTAL SUPPLIES AND EQUIPMENT**

**DATE OF LAST REVISION: July 06, 2006**

**CONTRACT END DATE: November 30, 2008**

**CONTRACT PERIOD BEGINNING JULY 05, 2006  
ENDING JUNE 30, 2007**

**TO:** All Departments

**FROM:** Department of Materials Management

**SUBJECT:** Contract for **DENTAL SUPPLIES AND EQUIPMENT,  
C-90-06-648-1 (NIGP 26900)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the MIHS C-90-06-648-1. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0604658.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT**  
**dba**  
**MARICOPA INTEGRATED HEALTH SYSTEM**  
**CONTRACT INFORMATION FORM**

Approval Type: ☐ Board of Directors ☒ CEO ☐ Article 2

☒ Action ☐ Presentation ☐ Presentation & Action

Agenda Number

<b>Department:</b> Maricopa Integrated Health System		<small>DEPT(2) FY(2) SEQ(3) TYPE(1) EXTEN(2)</small>	
<b>Category:</b> Maricopa Integrated Health System		<b>C-90-06-648-1</b>	
<b>Contact:</b> Marilyn Amor		<b>Phone:</b> 344-1495	<b>Continued from meeting of:</b>
<b>Return to:</b> Ana Padilla	<b>Location:</b> 2611 East Pierce, 2 <sup>nd</sup> Floor		<b>Phone:</b> 344-1484
<b>Contractor:</b> Becker-Parkin Dental Supply d.b.a. Becker-Parkin Dental Supply Co. Inc.			
<b>Length of Current Term:</b> One (1) year		<b>Term Begin &amp; End Dates:</b> July 1, 2006 - June 30, 2007	
<b>Summary:</b> Approve a new contract with Becker-Parkin Dental Supply for a full service dental contract, which will include dental equipment, supplies and services to support MIHS' daily dental operation.  The contract shall become effective on July 1, 2006 through June 30, 2007. Either party may terminate this contract with 90 days written notice.  The estimated annual expense is \$390,000.00.			
<b>Background Narrative:</b> This contract shall allow MIHS Dental Clinics to continue to provide dental services to the public in a cost effective manner. This agreement also allows MIHS to receive a preventive maintenance program.  The contract term shall start on July 1, 2006 and will remain in effect for one year, with an option to extend for additional periods up to a total contract term of five (5) years from the effective date.  The estimated annual expense is \$390,000.00 and is budgeted.			
<b>Annual Budget Impact (FY 07):</b> \$ \$390,000.00			

**Routing & Approval (Sign & Date) (Per Responsibility of Signers Guidelines)**

1. Legal <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date <i>6/20/06</i>
2. Contract Administrator <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date <i>6-14-06</i>
3. Procurement Director <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date <i>6/16/06</i>
4. Division VP <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date
5. Finance/CFO <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date <i>6/20/06</i>
6. COO <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date
7. CEO <i>[Signature]</i>	Email approval attached <input type="checkbox"/>	Date <i>6-20-06</i>
8. Executive Director - Board of Directors	Email approval attached <input type="checkbox"/>	Date

**Board of Directors Action**

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Amended as follows:
<b>Clerk of the Board</b>	<b>Date</b>	

**CONTRACT FOR DENTAL SUPPLIES, EQUIPMENT & SERVICES**  
**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT d.b.a.**  
**MARICOPA INTEGRATED HEALTH SYSTEM**  
**2611 East Pierce, Phoenix, Arizona 85008**

Contract No.: C-90-06-648-1

Contractor FEI/SSN 13-2751374

Start Date: July 1, 2006

Expiration Date: June 30, 2007

This Contract is entered into by and between Becker-Parkin Dental Supply d.b.a. Becker-Parkin Dental Supply Co. Inc., ("**Contractor**"), and Maricopa County Special Health Care District d.b.a., Maricopa Integrated Health System ("**MIHS**"). The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein.

Section I – General Provisions  
Section II – Special Provisions

Section III – Work Statement  
Section IV – Compensation

Attachments

**This Contract contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as a consent to any suit, action or waiver of any defense in a suit brought against the State of Arizona, Maricopa County Special Health Care District, MIHS, or Contractor, in any State or Federal Court.**

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to Contractor: Keith Gauzza, Western Regional Manager Phone: 623-587-8687 Fax: 623-587-2007  
Address: 952 W. Melinda Lane, Phoenix, AZ 85027 E-mail: k.gauzza@beckerparkin.com

Notice to MIHS: Maricopa Integrated Health System, Attention: Contracts Administrator

Address: 2611 E Pierce, 2nd Floor, Phoenix, AZ 85008 Phone: 602-344-1484 Fax: 602-344-1813

**IN WITNESS WHEREOF**, the parties enter into this Contract:

**CONTRACTOR**

BY: Keith Gauzza 6/13/06  
Signature Date

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT d.b.a. MARICOPA INTEGRATED HEALTH SYSTEM**

BY: Betsy Bayless 6-20-06  
CEO, Betsy Bayless

Keith Gauzza western regional manager  
Typed Name & Title

**1. ORDER OF PRECEDENCE**

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control.

**2. DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

**Acceptable Invoice (Invoice)** means an invoice that may be processed to adjudication without obtaining additional information from the Contractor or provider of service or from a third party, but it does not include invoices under investigation for fraud or abuse.

**CEO** means the Chief Executive Officer of Maricopa Integrated Health System or his/her designee.

**Comprehensive Health Center (CHC)** means the Family Health Center, located on the Maricopa Medical Center campus, which provides outpatient primary and specialty care services.

**Contract** means this document and all its attachments and amendments, including where applicable, contractors/respondents proposal.

**Contractor** means the person, firm or organization listed on the cover page of this Contract and includes its agents, employees, and sub-contractors.

**Department** means any Department of Maricopa Integrated Health System.

**Desert Vista** means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Maricopa Integrated Health System.

**Family Healthcare Centers (FHC)** means one or more of the 12 facilities listed below:

Avondale FHC  
950 East Van Buren  
Avondale, AZ 85323  
Phone: (623) 344-6800

Chandler FHC  
811 South Hamilton  
Chandler, AZ 85225  
Phone: (480) 344-6100

Comprehensive Health Ctr.  
2601 East Roosevelt  
Phoenix, AZ 85008  
Phone: (602) 344-1015

El Mirage FHC  
12428 W. Thunderbird  
El Mirage, AZ 85335  
Phone: (623) 344-6500

Glendale FHC  
5141 West LaMar  
Glendale, AZ 85301  
Phone: (623) 344-6700

Guadalupe FHC  
5825 East Calle Guadalupe  
Guadalupe, AZ 85283  
Phone: (480) 344-6000

Maryvale FHC  
4011 North 51st Ave.  
Phoenix, AZ 85031  
Phone: (623) 344-6900

McDowell FHC  
1144 East McDowell Rd.  
Phoenix, AZ 85006  
Phone: (602) 344-6550

Mesa FHC  
59 South Hibbert  
Mesa, AZ 85202  
Phone: (480) 344-6200

Sunnyslope FHC  
934 West Hatcher Road  
Phoenix, AZ 85020  
Phone: (602) 344-6300

Seventh Avenue FHC  
407 South 9th Ave  
Phoenix, AZ 85009  
Phone: (602) 344-6600

South Central FHC  
33 West Tamarisk Ave.  
Phoenix, AZ 85040  
Phone: (602) 344-6400

**Fraud** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable state or federal law.

**Grievance** means a complaint concerning an adverse action, decision, or policy by Contractor, its subcontractor, non-contracted provider, MIHS, presented by an individual or entity.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on "Privacy Standards for Individually Identifiable Health Information", as amended and clarified from time to time.

**JCAHO** means the Joint Commission for the Accreditation of Healthcare Organizations.

**Maricopa Integrated Health System (MIHS)** means Maricopa Medical Center (MMC), the Comprehensive Healthcare Center (CHC), Desert Vista and the Family Healthcare Centers (FHCs). MIHS is synonymous with the Maricopa County Special Health Care District.

**Maricopa Medical Center (MMC)** means the hospital component of MIHS located at 2601 East Roosevelt, Phoenix, Arizona.

**Patient** means any individual who is provided health care at an MIHS owned, operated or contracted health care facility or by a MIHS contracted provider.

**Payer** means any party other than MIHS and Contractor who is obligated to make payments to MIHS and/or the Contractor pursuant to a contract or standards of participation for the provision of health care services.

**Payer Contract** means an agreement between MIHS and a Payer or funder, pursuant to which MIHS agrees to provide or arrange to provide Covered Services to Members, Patients, or Beneficiaries.

**Plan** means a health benefits plan under which a Payer/Funder has contracted with MIHS to provide or arrange to provide Covered Services to enrolled Members, Beneficiaries or Patients.

**Subcontractor** means one who enters into an agreement with and assumes some of the obligations of the primary Contractor.

### 3. **LAWS, RULES AND REGULATIONS**

- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.
- B. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

### 4. **NO GUARANTEED VOLUME**

MIHS makes no representations nor guarantees the Contractor any maximum or minimum volume, payment, reimbursement, or number of units of service to be provided.

**5. NON-EXCLUSIVE STATUS**

MIHS reserves the right to have the same or similar service provided by a vendor other than the Contractor. Contractor will not be obligated to render services exclusively on behalf of MIHS or Patients; provided however, that such non-MIHS activities do not hinder, impair or conflict with Contractor's ability to fully perform its obligations under this Contract.

**6. COOPERATIVE PURCHASING**

This Contract is awarded on behalf of MIHS in its entirety. MIHS has also entered into Cooperative Purchasing arrangements and Intergovernmental Agreements (IGA's) with other public agencies. Any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement or IGA in which MIHS is also a participant, may utilize the services of this Contract. Such use by other public agencies will require approval of the Contractor and will require the using public agency to place, receive and pay for its own orders and to address any other processes that vary from this Contract. MIHS shall not be responsible for any disputes arising out of transactions made by other public agencies.

**7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS**

Contractor shall fully cooperate with other MIHS contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other MIHS contractors. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of those necessary to protect Patients, employees and visitors from danger.

**8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION**

MIHS and Contractor shall safeguard confidential and privileged Patient information i.e., medical, financial and patient specific information, and shall only disclose such information in accordance with all applicable federal, state and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a Patient served under this Contract or any other applicable Payer Contract is directly limited to services under this Contract subject to applicable federal, state and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial and patient specific information shall exist after termination or expiration of this Contract. Contractor shall assist MIHS with regard to MIHS' obligation to comply with HIPAA.

**9. SUPPLY AND OWNERSHIP OF INFORMATION**

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

Subject to applicable state and federal laws, rules and regulations, including without limitation those concerning confidentiality of Patient records, MIHS shall have shared ownership rights to such records whether housed by Contractor or MIHS and the shared right to inspect, reproduce, duplicate, distribute, display, disclose and otherwise use all records, reports, information, data and material prepared by the Contractor in performance of the Contract.

**10. LICENSES AND PERMITS**

A. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall

comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself current and fully informed of existing and future federal, state, and local laws, ordinances and regulations, which in any manner affect the fulfillment of this Contract and shall comply with the same.

- B. The Contractor, Contractor's employees and Subcontractors must not be under any sanctions, restrictions or provisional status from any applicable federal or state licensing/certifying/credentialing agency, including but not limited to JCAHO.

#### **11. TAX AND INSURANCE OBLIGATIONS**

Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, worker's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless MIHS for any and all liability which MIHS may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as MIHS' liability for any such taxes or mandatory governmental obligations.

#### **12. RETENTION AND ADEQUACY OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. MIHS, state or federal auditors and any other persons duly authorized by MIHS shall have full access to, and the right to examine, copy and make use of any and all said materials. The Contractor's record system will provide accurate, timely, complete, organized and legible information.

#### **13. CONTRACT COMPLIANCE MONITORING**

- A. MIHS shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by MIHS, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for MIHS' monitors, all records and accounts relating to the work performed or the services provided under this Contract or any other applicable Payer Contract. Upon request, the Contractor will investigate and respond in writing to appropriate MIHS staff concerns within ten (10) calendar days of receipt or notification of a request.
- B. If MIHS needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and MIHS agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. MIHS may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

**14. AUDIT AND AUDIT DISALLOWANCE**

- A. MIHS reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to MIHS. Such audits will be made at MIHS' expense at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.
- B. MIHS representatives displaying MIHS identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
- C. If at any time it is determined by MIHS that a service or commodity for which payment has been made is disallowed, MIHS shall notify the Contractor in writing with the required course of action. It is at MIHS' option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in ARS § 44-1201 of the disallowed amount by the Contractor.
- D. Contractor, upon written notice, shall reimburse MIHS for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

**15. MIHS RECOUPMENT RIGHTS**

In addition to any other remedies set forth in this Contract, MIHS has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, or where such monies should not have been provided to Contractor under the terms of this Contract or any other Payer Contract or where MIHS is obligated to recoup under state or federal laws.

**16. DISPUTES**

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in the applicable MIHS Procurement Code, Article 7 as amended from time to time.

**17. NON-DISCRIMINATION**

The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**18. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of an individual's race, color, religion, sex, national origin, age or disability. The Contractor will, to the extent such provisions apply, comply with the Equal Pay Act of



1963; Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 99-4 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state, or federal law, rule or regulation prohibiting discrimination in employment.

#### **19. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, MIHS shall have the right to terminate this Contract without liability and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY**

- A. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of MIHS.
- B. This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.
- C. MIHS and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall MIHS be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

#### **21. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless MIHS, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify MIHS, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend MIHS in any actions referenced above.

- B. Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

## **22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS**

- A. **General.** The Contractor shall, at its own expense, purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name MIHS, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by MIHS. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a "claims made" basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor's policies or any breach of a policy warranty shall not affect Contractor's obligations or coverage afforded under the policies to protect MIHS.
- F. **Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against MIHS, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.
- G. **Deductible/Retention.** Contractor's policies may provide coverage, which contain deductibles or self-insured retention's. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish MIHS with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to MIHS. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to MIHS fifteen (15) days prior to the expiration date.

- J. **Copies of Policies.** MIHS reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Contractor's insurance shall be the primary insurance under the terms of this Contract as respects MIHS for any negligent acts of Contractor; any insurance or self insurance program maintained by MIHS shall not contribute to Contractor's insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:
- ☒ 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than 1,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering.
  - ☒ 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
  - ☒ 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
  - ☐ 4. **Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
  - ☐ 5. **Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate.

### 23. ASSIST WITH DEFENSE IN LITIGATION

Contractor agrees to cooperate in the defense of lawsuits or other quasi-legal actions arising from work performed under this Contract or any other applicable Payer Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with MIHS Attorney staff, or other representatives of MIHS.

### 24. USE OF MIHS PROPERTY

- A. The Contractor shall not use MIHS premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.

- B. Contractor will be responsible for any damages to MIHS property when such property is the responsibility of or in the custody of the Contractor, his employees or subcontractors.

**25. SEVERABILITY**

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**26. NO WAIVER OF STRICT COMPLIANCE**

Acceptance by MIHS of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

**27. PROHIBITION AGAINST LOBBYING**

- A. Pursuant to P.L.101-121 (31 U.S.C. §1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
- B. Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, district or local governmental entity, with regard to any grant, contract or loan.

**28. QUALITY MANAGEMENT**

Contractor shall fully cooperate with MIHS to fulfill any quality management program requirements undertaken by MIHS or required by the Centers for Medicare and Medicaid Services (CMS), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or accrediting bodies, including but not limited to the JCAHO, that pertain to services provided under this Contract.

**29. CERTIFICATION OF COST AND PRICING DATA**

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which MIHS finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to MIHS that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as of the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to MIHS, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.
- C. Contractor guarantees that MIHS is receiving the lowest price offered by the Contractor to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period the Contractor offers a lower price to another customer, and

notification is not made to MIHS of price reductions to another such customer, upon discovery, MIHS may take any or all of the following actions:

1. Amend this Contract to give MIHS the benefit of the price reduction.
2. Determine the amount, which MIHS was overcharged, and submit a request for payment from the Contractor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.
4. Terminate this Contract, if it is currently in effect.

### **30. USE OF CONTRACTOR'S NAME, SYMBOLS AND SERVICE MARKS**

MIHS may utilize Contractor's name as one of its Contractors or vendors in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols or trademarks, nor any proprietary information without prior written approval of the other party.

### **31. NO THIRD PARTY BENEFICIARY RIGHTS**

The obligation of each party under this Contract is intended to solely benefit the other party. No other person shall be a third party beneficiary of this Contract, nor have any rights under this Contract.

### **32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND**

The term of this Contract shall be as set forth on the Cover Page, unless otherwise terminated or extended in accordance with the terms of this Contract.

Subject to the availability of funds and acceptable Contractor performance, MIHS may extend this Contract for additional periods, not to exceed a total term of five (5) years from the Effective Date.

### **33. ADJUSTMENTS TO CONTRACT TERM AND PRICE**

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to MIHS and the Contractor and be incorporated into this Contract by amendment.

### **34. ASSIGNMENTS**

- A. Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of MIHS. Any attempt by the Contractor to assign any portion of this Contract without the written consent of MIHS shall constitute a breach of this Contract, and may render this Contract null and void.
- B. No assignment shall alter the Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all Contractor's assignments.

- C. MIHS may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

### 35. SUBCONTRACTS

- A. No subcontract alters the Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all Contractor's subcontracts.
- B. Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations. All such subcontracts are subject to the review and prior approval of MIHS.
- C. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on MIHS property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by MIHS to enforce this provision, even in absence of its own negligence, unless MIHS actions caused the loss or damage.
- D. If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor shall obligate in writing each of its shareholders, members, partners or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- E. MIHS may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph #37, Termination.

### 36. AMENDMENTS

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- B. When MIHS issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by MIHS even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies MIHS in writing that it refuses to sign the amendment. If the Contractor provides such notification, MIHS will initiate a Dispute or Termination proceeding, as appropriate.
- C. MIHS may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Contractor or MIHS may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or MIHS must assert its right to such adjustment within 30 days from the date of receipt of the change notice.

**37. TERMINATION****A. Termination For Convenience**

Either party may terminate this Contract at any time with 90 days notice in writing to the other party. This provision does not preclude MIHS from terminating the Contract sooner under other applicable provisions of this Contract.

**B. Termination By Mutual Agreement**

This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

**C. Termination For Cause**

MIHS may terminate this Contract for cause upon 14 calendar days written notice to the Contractor. Such cause may include, but not be limited to, the following:

- (1) Breach of this Contract which is not corrected within 14 calendar days after written notice thereof, served by certified or registered mail, return receipt requested.
- (2) Professional misconduct as determined by MMC's Medical Staff in accordance with the MMC's Medical Staff Bylaws or Rules and Regulations.
- (3) Continual neglect of duty or violation of MMC's Policies or MMC's Medical Staff Bylaws or Rules and Regulations.
- (4) Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.

**D. Immediate Termination**

- (1) MIHS may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, MIHS employee or MIHS Contracted employee is jeopardized by the activities or inactivities of Contractor.
- (2) MIHS may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
  - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract,
  - b. Insolvency, dissolution or bankruptcy of the Contractor.

**E. Termination - Availability Of Funds**

If any action is taken by any state agency, federal department, or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, MIHS may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, MIHS shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract or any other applicable Payer Contract. MIHS shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

G. If this Contract is terminated on the basis of Paragraph(s) 37. A, B, or D, the provisions of Paragraph 16, Disputes, do not apply.

### **38. DEFAULT**

MIHS may suspend, modify or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. MIHS reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

### **39. AVAILABILITY OF FUNDS**

The provisions under this Contract or any other applicable Payer Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to MIHS for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and MIHS shall keep the Contractor fully informed as to the availability of funds.

### **40. CONTRACTOR'S CONDUCT**

Contractor will not engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations or duties under this Contract.

### **41. RIGHT OF CANCELLATION PER A.R.S. § 38-511**

Notice is given that pursuant to A.R.S. § 38-511 MIHS may cancel this contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of MIHS is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

Additionally, pursuant to A.R.S. § 38-511 MIHS may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of MIHS from any other party to the Contract arising as the result of the Contract.



**1. ORDER OF PRECEDENCE**

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control.

**2. DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

**Ancillary Care** means x-rays, laboratory, ambulance, transportation, pharmacy services, therapies, dialysis, and other medically related services.

**Appeal** means a request for a standard or expedited reconsideration of the denial of a requested service or payment of a service.

**Service Area** means the geographic area where the Contractor is obligated to provide services under this Contract.

**3. INSTALLATION**

The Contractor shall be responsible for performing all tasks necessary to install and test the equipment to ensure the equipment is performing according to its manufacturer's product specifications at no cost to MIHS.

**4. NEW EQUIPMENT**

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

**5. TRAINING**

The contractor shall provide training to MIHS personnel that will assure proper operation and utilization of the equipment supplied. All manuals necessary for the required training shall be furnished by the contractor with each equipment order. There will be no charge for this service.

**6. SUPPLIES**

Supplies ordered by MIHS will be received in one to two business days.

**1. OBJECTIVE:**

MIHS's objective is to provide dental equipment, supplies, and services to support MIHS' daily dental operation, which will allow the Dental Clinics to continue to provide dental services to the public in a cost effective manner. This would also include for MIHS to receive a preventive maintenance program.

**II. TASKS:**

The Contractor shall maintain a monthly fill rate of 95%. Contractor shall inform ordering department of any orders not filled and the availability date.

The Contractor shall provide each clinic below with a comprehensive inspection every 90 days; this will include a review of all maintenance procedures, with a specific instruction on handpiece cleaning and lubrication. The Contractor will recommend procedural changes when deemed necessary. Contractor will additionally identify continual problem areas to the department director so changes can be made. There will be an hourly charge for these procedures. In the event it takes one half hour or less there will be a lesser charge as stated in the Compensation section of this contract, page 19, B.

**MIHS Dental Clinics and Locations:**

CHC Dental Clinic CHC, 2525 E. Roosevelt Phoenix, AZ 85008	South Central Dental Clinic 33 W. Tamarisk Phoenix, AZ 85041	Mesa Dental Clinic 59 S. Hibbert Mesa, AZ 85210	Chandler Dental Clinic 811 S. Hamilton Chandler, AZ 85225
Seventh Avenue Dental Clinic 1407 S. Ninth Avenue Phoenix, AZ 85007	Avondale Dental Clinic 950 E. Van Buren Avondale, AZ 85323	Glendale Dental Clinic 5141 W. Lamar Glendale, AZ 85301	McDowell Dental Clinic 1144 E. McDowell #301 Phoenix, AZ 85006

**Equipments and Supplies:**

- a) All purchase requests shall be accompanied by a valid purchase order, issued by the Purchasing Department for equipments and supplies. Shipment shall be delivered to location as indicated in purchase order.
- b) A packing slip or other suitable shipping documents shall accompany each shipment and shall include the following:
  - 1) Name and address of the Contractor
  - 2) Name and address of the MIHS Department
  - 3) Purchase order number
  - 4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**DELIVERY**

Delivery is required FOB Destination within five (5) days of receipt of purchase order and shall be made inside to the location designated by MIHS. The Contractor shall notify Using Department of backorders and shall provide assistance in obtaining substitutes for backorders, when available, and /or expediting orders.

## ACCEPTANCE

Once the materials have been delivered, the Using Department shall have a reasonable opportunity to inspect them. The Using Department shall have three (3) business days to perform its inspection of the materials, after which time the Materials shall be deemed accepted unless the Using Department rejects the materials.

## Service and Repair/Replacement of Parts:

- a) The Contractor shall respond to routine service calls within 2-4 hours of notification. In the event of a complete shutdown of the Clinic (i.e., vacuum system, compressor or flooding problems) service shall be provided within two (2) hours of notification. If traffic problems prohibit this from happening, the Contractor shall call MIHS to make us aware of the delay. Delays not notified to MIHS will result in no service charge cost.
- b) Written estimates for routine service calls will be required for service expected to exceed \$500.00. For emergency calls verbal estimates will be acceptable and to follow up with written estimates.
- c) All services provided by the Contractor will be authorized and paid according to MIHS policy and procedures.
- d) All services provided by the Contractor will be guaranteed for a minimum of 90 days on labor with the manufacture's warranty on parts. Service personnel must be factory trained and fully knowledgeable of the appropriate system.
- e) Due to the age of some MIHS equipment, the contractor shall be responsible for manufacturing parts that are not available from the original equipment manufacturer. This shall be required on a case-by-case basis and the contractor and the MIHS Dental Manager shall confer to determine whether it is more prudent to have a part manufactured, or take some other course of action.
- f) Service shall be covered but not limited to, dental units, chairs, hand pieces, sterilizers, lab equipment, gas system components, vacuum pumps and systems, x-ray units, and other dental related items. Contractor will not be responsible for electrical wiring, plumbing hookups or carpentry requirements except to connect existing wiring and plumbing.
- g) Service covered by the contract will be placed against a special work order. All invoices must reference the special work order number.
- h) MIHS' will be able to place orders electronically utilizing a personal computer based online method.

**1. COMPENSATION**

- A. Subject to the availability of funds, MIHS will, within 45 days from the date of receipt of an acceptable invoice, process and remit to the Contractor, a warrant for payment. Should MIHS make disallowance in the invoice, the invoice shall be processed for the reduced amount. Contractor shall be notified in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment. Contractor will direct all invoice inquiries to the Accounts Payable Department at (602) 344-8504. If the Contractor does not understand or disputes the findings of the Accounts Payable Department, or if the Contractor does not believe that there has been a fair resolution of the issue, they may initiate the Disputes process in accordance with the Disputes clause of this Contract.
- B. The Contractor understands and agrees that MIHS will not honor any invoice submitted beyond the allowable time frame. Initial invoices for payment must be submitted within six months after date of service. Invoices must be resubmitted no more than 12 months after the date of service. Contractor understands and agrees that MIHS will not process any invoice for payment for services rendered prior to the Contract expiration date, which are submitted 60 days after the Contract expiration date without approval of the Chief Financial Officer.

**2. PRICING**

- A. During the term of this Contract, MIHS will pay the contractor as specified below:

Description	Category Name	Price/Unit	Alternate item proposed	Price/Unit
Tradition_PB Non F.O.H-S H/P	Handpieces	\$421.25	BP Brand PB STD or Mini	\$169.95
Contrs Angle Head Pushbutton LA	Handpieces	\$175.00	N/A	N/A
Dispersalloy 3 Spill F/S	Alloy	\$650.00	BP Brand 3 spill	476.00
DF-58-Poly #2	X-Ray Products	\$32.95	BP Brand	\$26.95
Septocaine AricaineHCl 4% 1:100	Anesthesia	\$26.95	N/A	N/A
Pouch PeelVue 3.5 x 9	Infect. Cntrl operatory	\$10.45	BP 3x10	\$5.95
Ultraguard PF Vinyl Med Glove	Infect. Cntrl operatory	N/A	BP Brand	3.25
Gloves Latex Lg Classic	Infect. Cntrl operatory	\$9.95	BP Brand	3.95
Pliers College 6: Non-locking	Instruments	\$3.40	N/A	N/A
Mandrel Steel #303 HP S/T	Finishing & Polishing	\$11.65	ASST.	9.95

In addition to the pricing set forth in Paragraph A above, Contractor will provide MIHS the following discount structure that would apply in most instances:

Kerr Mfg.-18%, Dentsply Mfg. (most divisions) 18%, Crosstex Mfg.-22% , 3M/ESPE-15% ,Hufriedy-18%, American Eagle-20%, S.S.White-20% D.C.I. Intl. -25% Pelton & Crane-20%, Dentaleze-20%, Air Techniques-20%,Beaverstate 20% Premier Dental-15%,Eastman Kodak 20% (on most items, P.A. film is usually a higher % while pano film is lower as is fixer & developer. The mfg.s listed comprise a large percentage of products sold. MIHS will receive any additional discounts when applicable (i.e. promotional pricing, free goods, toys, quarterly specials & close-outs).

MIHS will receive additional discounts mentioned below:

For Other Discounts applied against the suggested retail price for Dental supplies:

National Brands products discounts are from 0-22%; Private Brand products discounts are 0-25%

For Discounts applied against the suggested retail price for Dental equipment MIHS will receive:

National Brands products discounts are from 0-25%; Private Brand products discounts are 0-25%.

B. During the term of this Contract, MIHS will pay the contractor as specified below for services:

Description of Services	Service Unit	Unit Rate
Preventive Maintenance Service, Dental Equipment Service and Repair and replacement of parts. <i>*The clock starts when the service begins on site.</i>	1 <sup>st</sup> hour of service or repair 1 <sup>st</sup> ½ hour of service or repair	\$99.00 \$77.00

### 3. METHOD OF PAYMENT

A. Contractor will provide separate invoices and mail to:

Maricopa Integrated Health System  
Attention: Accounts Payable Department  
P.O. Box 5233  
Phoenix, Arizona 85010

B. Invoices must consist of the following information:

- Contractor's name
- Contract Number
- Purchase Order Number
- Federal Tax ID number
- date(s) of service
- total charge
- itemized listing of services

**Marilynn Amor - MIHSX**

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**From:** Steve Ellis - MIHSX  
**Sent:** Monday, June 12, 2006 9:01 AM  
**To:** Marilyn Amor - MIHSX; Brian Maness - MIHSX  
**Subject:** FW: Please approve new Dental full service contract

fyi

**Steve Ellis**  
**Materials Management & Procurement Director**  
**Maricopa Integrated Health System**  
**2601 E. Roosevelt St.**  
**Phoenix, AZ 85008**  
**602-344-5563 Phone**  
**602-568-5573 Cell**  
**602-344-5040 Fax**  
**steve.ellis@hcs.maricopa.gov**

-----Original Message-----

**From:** Pitt Calkin - MIHSX  
**Sent:** Monday, June 12, 2006 8:54 AM  
**To:** Steve Ellis - MIHSX  
**Subject:** RE: Please approve new Dental full service contract

I approve

-----Original Message-----

**From:** Steve Ellis - MIHSX  
**Sent:** Monday, June 12, 2006 8:53 AM  
**To:** Pitt Calkin - MIHSX  
**Subject:** RE: Please approve new Dental full service contract

It is outside of the GPO. GPO's usually do not include Dental in their portfolio since few of their members have Dental services.

**Steve Ellis**  
**Materials Management & Procurement Director**  
**Maricopa Integrated Health System**  
**2601 E. Roosevelt St.**  
**Phoenix, AZ 85008**  
**602-344-5563 Phone**  
**602-568-5573 Cell**  
**602-344-5040 Fax**  
**steve.ellis@hcs.maricopa.gov**

-----Original Message-----

**From:** Pitt Calkin - MIHSX  
**Sent:** Monday, June 12, 2006 8:43 AM  
**To:** Steve Ellis - MIHSX  
**Subject:** FW: Please approve new Dental full service contract

Is this outside of the GPO?

-----Original Message-----

**From:** Marilyn Amor - MIHSX  
**Sent:** Friday, June 09, 2006 3:30 PM  
**To:** Pitt Calkin - MIHSX  
**Subject:** Please approve new Dental full service contract

6/12/2006

**Marilynn Amor - MIHSX**

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**From:** Warren Whitney - MIHSX  
**Sent:** Friday, June 09, 2006 2:58 PM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: Warren please approve

Approved.

Warren Whitney  
602-344-1239

-----Original Message-----

**From:** Marilynn Amor - MIHSX  
**Sent:** Friday, June 09, 2006 2:40 PM  
**To:** Warren Whitney - MIHSX  
**Subject:** Warren please approve

<b>Contractor:</b> Becker-Parkin Dental Supply d.b.a. Becker-Parkin Dental Supply Co. Inc.	
<b>Length of Current Term:</b> One (1) year	<b>Term Begin &amp; End Dates:</b> July 1, 2006 - June 30, 2007
<b>Summary:</b> Approve a new contract with Becker-Parkin Dental Supply for a full service dental contract, which will include dental equipment, supplies and services to support MIHS' daily dental operation.  The contract shall become effective on July 1, 2006 through June 30, 2007. Either party may terminate this contract with 90 days written notice.  The estimated annual expense is \$390,000.00.	
<b>Background Narrative:</b> This contract shall allow MIHS Dental Clinics to continue to provide dental services to the public in a cost effective manner. This agreement also allows MIHS to receive a preventive maintenance program.  The contract term shall start on July 1, 2006 and will remain in effect for one year, with an option to extend for additional periods up to a total contract term of five (5) years from the effective date.  The estimated annual expense is \$390,000.00 and is budgeted.	
<b>Annual Budget Impact (FY 07):</b> \$ \$390,000.00	

*Marilynn Amor*  
Contracts Specialist  
Maricopa Integrated Health System  
2611 E. Pierce St., 2nd Floor  
Phoenix, AZ 85008  
602-344-1495 - voice  
602-344-1813 - fax  
[marilynn.amor@hcs.maricopa.gov](mailto:marilynn.amor@hcs.maricopa.gov)

## **Marilynn Amor - MIHSX**

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**From:** Benjamin Kuhn - MIHSX  
**Sent:** Tuesday, June 06, 2006 10:33 AM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: CONTRACT FOR SERVICES

Yes looks great.

-----Original Message-----

**From:** Marilynn Amor - MIHSX  
**Sent:** Tuesday, June 06, 2006 10:33 AM  
**To:** Benjamin Kuhn - MIHSX  
**Subject:** RE: CONTRACT FOR SERVICES

THANKS so much Ben!!! Is that it? Everything else is okay to go?

-----Original Message-----

**From:** Benjamin Kuhn - MIHSX  
**Sent:** Tuesday, June 06, 2006 9:52 AM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: CONTRACT FOR SERVICES

It's South Central not South Phoenix and McDowell Dental is suite 301.

-----Original Message-----

**From:** Marilynn Amor - MIHSX  
**Sent:** Tuesday, June 06, 2006 9:41 AM  
**To:** Benjamin Kuhn - MIHSX  
**Subject:** CONTRACT FOR SERVICES

Ben: Louis approved the contract as written. Before I have Becker-Parkin sign this can you check page 16 to make sure the dental clinics, addresses, phones, etc. are correct and up to date? Thanks, Marilynn

6/8/2006



## Marilynn Amor - MIHSX

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**From:** Gorman Louis [GORMAN@mcao.maricopa.gov]  
**Sent:** Tuesday, June 06, 2006 8:08 AM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: CONTRACT FOR Dental supplies, equipment & SERVICES

6.6.06

Approved.

-----Original Message-----

**From:** Marilynn Amor - MIHSX [mailto:Marilynn.Amor@hcs.maricopa.gov]  
**Sent:** Monday, June 05, 2006 1:35 PM  
**To:** Gorman Louis  
**Subject:** RE: CONTRACT FOR Dental supplies, equipment & SERVICES

Yes. Dr. Chen, Ben Kuhn liked it.  
 Cassandra wanted me to add a penalty regarding lateness, I did.  
 Dr. Chen needs to verify the clinics and addresses for me.

Would you like me to attach their comments?

-----Original Message-----

**From:** Gorman Louis [mailto:GORMAN@mcao.maricopa.gov]  
**Sent:** Monday, June 05, 2006 1:13 PM  
**To:** Louis Gorman; Marilynn Amor - MIHSX  
**Subject:** CONTRACT FOR Dental supplies, equipment & SERVICES

6/5/06

Before I begin to review, has Dr. Chen or anyone from Dental reviewed the Work Statement? Any comments from them?

-----Original Message-----

**From:** Marilynn Amor - MIHSX [mailto:Marilynn.Amor@hcs.maricopa.gov]  
**Sent:** Monday, June 05, 2006 12:59 PM  
**To:** Gorman Louis  
**Subject:** CONTRACT FOR Dental supplies, equipment & SERVICES

Louis, can you please take a look at this contract. Our present service contract ends June 30th so we are in a hurry. Thanks, Marilynn (1495)

6/6/2006

**Marilynn Amor - MIHSX**

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**From:** John Chen - MIHSX  
**Sent:** Thursday, June 08, 2006 1:16 PM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: CONTRACT FOR SERVICES

Contract looks OK. Ben Kuhn will get you the budgeted dollars for dental supplies and repair for FY 07.

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**From:** Marilynn Amor - MIHSX  
**Sent:** Thursday, June 08, 2006 10:37 AM  
**To:** John Chen - MIHSX  
**Subject:** CONTRACT FOR SERVICES

Dr. Chen, this is the final contract that has been okayed by all. Can you please okay again that we are good to go? Also, Cassi thought you were budgeted in FY 07 for this total dental service. She mentioned it if for 300K or 350K. Can you let me know your budgeted amount? Thanks Marilynn

6/8/2006

## **Marilynn Amor - MIHSX**

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**From:** Tammie Turnholt  
**Sent:** Friday, June 09, 2006 9:50 AM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: SURVEY BUDGET

Yes. Sorry, I thought that as your question. Are you looking at a different year?

-----Original Message-----

**From:** Marilynn Amor - MIHSX  
**Sent:** Friday, June 09, 2006 9:19 AM  
**To:** Tammie Turnholt  
**Subject:** RE: SURVEY BUDGET

Is this what is budgeted for FY 2007???

-----Original Message-----

**From:** Tammie Turnholt  
**Sent:** Friday, June 09, 2006 9:02 AM  
**To:** Marilynn Amor - MIHSX  
**Subject:** RE: SURVEY BUDGET

Dental supplies \$371,000.

Repairs and maintenance equip \$19,000.

-----Original Message-----

**From:** Karen Burns  
**Sent:** Thursday, June 08, 2006 11:16 AM  
**To:** Tammie Turnholt  
**Cc:** Marilynn Amor - MIHSX  
**Subject:** FW: SURVEY BUDGET

Marilynn, Tammie has left for the day but is expected back on Friday. I don't have any information and Tammie is the Financial Advisor for the clinics. Supplies would be budgeted differently from Maintenance although they are in the same operational budget.

Tammie, do you know anything about this?

Karen Burns  
Decision Support  
602-344-8494

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**From:** Marilynn Amor - MIHSX  
**Sent:** Thursday, June 08, 2006 10:31 AM  
**To:** Karen Burns  
**Subject:** RE: SURVEY BUDGET

Karen, I have another question for you. I just completed the Full Service Dental contract (supplies and maintenance) I was told by Cassandra Keown it was budgeted for fy 07 for either 300k or 350k. Can you confirm that?

-----Original Message-----

6/9/2006